be regarded as the agent or servant of his father upon that occasion. *Doran v. Tohmsen, supra.* The holding in the New Jersey and New York cases seems to be more in accord with the rule laid down above, that the principal is only liable for the torts of his servant, when the servant is acting for him. It seems to be a strained conclusion to consider the son in this case, as acting for his father.

TRADE-MARKS AND TRADE-NAMES—CONVEYANCE APART FROM BUSINESS —RIGHTS OF ASSIGNEE.—IN RE JAYSEE CORSET CO., 201 FED., 779.—*Held,* that conveyance of a trade-mark, unaccompanied by any business to which it had been previously attached, conferred no title on the assignee.

The rule laid down above is in harmony with all the American and English decisions. It is universally held that a trade-mark or name cannot be assigned except in connection with an assignment of the particular business in which it has been used. *Falk v. American West Indies Trad. Co.,* 180 N. Y., 445; *Viano v. Baccigalupo,* 133 Mass., 160; *Brown Chemical Co. v. Meyer,* 139 U. S., 540; *Croft v. Day,* 49 Eng. Reprint, 994. The office of a trade-mark is to point out distinctly the origin or ownership of the article to which it is affixed, or in other words, to give notice as to who was the producer. *Deering Harvester Co. v. Whitman & Barnes Mfg. Co.,* 91 Fed., 376, 378. As an abstract right, apart from the business in which it is used, a trade-mark has no existence, and to permit a trade-mark to be transferred apart from the business in which it is used would be productive of fraud upon the public. *Paul: Trade-marks,* Sec. 116. The public relies upon a trade-mark as designating the firm which produces the goods, and as a guarantee that the reputation and methods of the producer are behind the goods sent out. To permit the assignment of the trade-mark alone would be to do away with all the advantages to be gained by the use of a trade-mark, since the public, finding that the trade-mark could be assigned at will, and that a new firm, whose methods might be entirely different, might be producing the goods, would soon distrust all trade-marks as meaningless and misleading devices.

WEAPONS—UNLAWFUL CARRYING.—CRAIN V. STATE, 153 S. W. (TEX.), 155.—Defendant loaned money for a short time and a pistol was pledged to him, the cylinder of which he removed and put into his coat pocket and the frame of which he put into his pantaloons pocket. *Held,* that this was an unlawful carrying of a concealed weapon.

It is no defense to a charge of carrying a concealed pistol that it was unloaded. *Caldwell v. State,* 106 S. W. (Tex.), 343. Where one carries concealed all the pieces of pistol, which may be readily put together, it is indictable. *Hutchinson v. State,* 62 Ala., 3. It was held to be indictable to carry a concealed pistol though it was so battered that it could not be discharged by the trigger. *Atwood v. State,* 53 Ala., 508; *Redus v. State,* 82 Ala., 53. It was similarly held where the mainspring was broken and